

# **EXHIBIT A**

# SUMMONS (CITACION JUDICIAL) BY FAX

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

EQUIFAX INC.; and DOES 1 through 10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RYAN CHAMBERS,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

FILED

2017 AUG 15 P 3:21

K. TORRES, CLERK OF THE SUPERIOR COURT  
COUNTY OF ALameda, CALIF.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, pueda perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): George D. Carroll Courthouse  
SUPERIOR COURT - MARTINEZ  
100 - 37th Street  
Richmond, CA 94805  
725 COURT ST. PO. BOX 911  
MARTINEZ, CA 94553

CASE NUMBER: C17-01528  
(Número del caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Todd M. Friedman, 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367, 877-206-4741

DATE:  
(Fecha)

AUG 15 2017

Clerk, by  
(Secretario)

C. A. JACALA

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Equifax Inc.**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

COPY

Todd M. Friedman (216752)  
 Adrian R. Bacon (2803332)  
 Law Offices of Todd M. Friedman, P.C.  
 21550 Oxnard St., Suite 780  
 Woodland Hills, CA 91367  
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 tfriedman@toddflaw.com  
 abacon@toddflaw.com  
 Attorneys for Plaintiff

FILED

2017 AUG 15 P 3:20

K. TORRE, CLERK OF THE SUPERIOR COURT  
 PER LOCAL RULE 5 THIS CASE IS ASSIGNED TO  
 DEPT \_\_\_\_\_

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF CONTRA COSTA  
 UNLIMITED JURISDICTION**

RYAN CHAMBERS,	)	CASE NO.: <b>C17-01528</b>
	)	
Plaintiff,	)	COMPLAINT
	)	
-vs-	)	1. Violation of the Fair Credit Reporting Act
	)	2. Violation of California Consumer Credit Reporting Agencies Act
EQUIFAX INC.; and DOES 1 through 10,	)	
inclusive,	)	(Amount to Exceed \$25,000)
	)	
Defendant.	)	

BY FAX

**I. INTRODUCTION**

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Fair Credit Reporting Act, 15 U.S.C. §1681 (hereinafter "FCRA") and the California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.25 (a) (hereinafter "CCRA"), both of which regulate the collection, dissemination, and use of consumer information, including consumer credit information.

2. At all relevant times, credit reports as alleged in this pleading are "consumer reports" as that term is defined by 15 U.S.C. §1681a(d).

**II. PARTIES**

3. Plaintiff, RYAN CHAMBERS ("Plaintiff"), is a natural person, and is a "consumer" as defined by 15 U.S.C. §1681a.



1           9.       However, TD reported to Defendant that the debt was never satisfied and that  
2 Plaintiff has been delinquent on the debt since 2013.

3           10.      Such furnishing of derogatory information was false, misleading, or incomplete.

4           11.      Defendant reported the erroneous derogatory information on Plaintiff's consumer  
5 credit report.

6           12.      This reporting had a severely negative effect on Plaintiff's credit score.

7           13.      Plaintiff disputed in writing the reporting with Defendant, but Defendant refused to  
8 cease furnishing the erroneous information to the credit reporting agencies. Furthermore,  
9 Defendant refused to properly validate the information and instead, falsely reported it. As of the  
10 time of the filing of this Complaint or within two years, Defendant have continued to report  
11 erroneously and derogatorily on Plaintiff's credit report despite his request for correction.

12          14.      Plaintiff has applied for credit in order to purchase the home that he has lived in for  
13 the past eight (8) years, but he was denied the necessary credit because of the erroneous and  
14 derogatory information reported on his consumer report by Defendant.

15          15.      Defendant are aware that the third parties to which they are providing this  
16 information are going to disseminate this information to various other persons or parties who will  
17 be reviewing this information for the purpose of extending credit, insurance or employment and  
18 that they have already done so.

19          16.      As a result of Defendant' inaccurate reporting of Plaintiff's accounts, Plaintiff's  
20 credit score decreased. Plaintiff was and/or will be denied future loans due to the derogatory items  
21 placed by Defendant on Plaintiff's credit report.

22          17.      The inaccurate information negatively reflects upon the Plaintiff, Plaintiff's credit  
23 repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

24          18.      The credit reports have been and continue to be disseminated to various persons  
25 and credit grantors, both known and unknown.

26          19.      Plaintiff has been damaged, and continues to be damaged, in the following ways:

- 27           a. Emotional distress and mental anguish associated with having incorrect  
28           derogatory personal information transmitted about Plaintiff to other people both  
            known and unknown;

- b. Decreased credit score which may result in inability to obtain credit on future attempts; and
- c. Out of pocket expenses associated with disputing the information only to find the information to remain on the credit report;

20. At all times pertinent hereto, Defendant were acting by and through its agents, servants and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of Defendant herein.

21. At all times pertinent hereto, the conduct of Defendant, as well as that of its agents, servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent disregard for federal and state laws and the rights of Plaintiff herein.

22. Defendant violated sections 1681n and 1681o of the FCRA by engaging in the following conduct that violates 15 U.S.C. §1681s-2(b):

- a. Willfully and negligently continuing to furnish and disseminate inaccurate and derogatory credit, account and other information concerning the Plaintiff to credit reporting agencies and other entities despite knowing that said information was inaccurate; and
- b. Willfully and negligently failing to comply with the requirements imposed on furnishers of information pursuant to 15 U.S.C. §1681s-2.

23. Defendant' conduct was a direct and proximate cause, as well as a substantial factor, in causing the injuries, damages and harm to Plaintiff that are outlined more fully above, and as a result, Defendant are liable to compensate Plaintiff for the full amount of statutory, actual and punitive damages, along with attorneys' fees and costs, as well as such other relief permitted by law.

24. Further, Defendant failed to notify Plaintiff of their intention to report negative information on their credit reports. Defendant then failed to correct the disputed information within thirty days of Plaintiff's dispute of that information.

25. As a result of the above violations of the FCRA and CCRA, Plaintiff suffered and continue to suffer injury to Plaintiff's feelings, personal humiliation, embarrassment, mental anguish and emotional distress, and Defendant are liable to PLAINTIFF for PLAINTIFF'S actual damages, statutory damages, and costs and attorney's fees.



**COUNT I: VIOLATION OF THE FAIR CREDIT REPORTING ACT**

26. Plaintiff includes by reference all of the aforementioned paragraphs as if fully set forth herein.

27. To the extent that Defendant's actions, counted above, violated the FCRA, those actions were done knowingly and willfully.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays that judgment be entered against the Defendant for the following:

- A. Actual damages;
- B. Statutory damages for willful and negligent violations;
- C. Costs and reasonable attorney's fees; and
- D. For such other and further relief as may be just and proper.

**COUNT II: VIOLATION OF THE CALIFORNIA CONSUMER CREDIT  
REPORTING AGENCIES ACT**

28. Plaintiff includes by reference all of the aforementioned paragraphs as if fully set forth herein.

29. Cal. Civ. Code § 1785.25 (a) states that a "person shall not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should know the information is incomplete or inaccurate."

30. Defendant negligently and willfully furnished information to the credit reporting agencies it knew or should have known was inaccurate.

31. Based on these violations of Civil Code § 1785.25 (a), Plaintiff is entitled to the remedies afforded by Civil Code § 1785.31, including actual damages, attorney's fees, pain and suffering, injunctive relief, and punitive damages in an amount not less than \$100 nor more than \$5,000, for each violation as the Court deems proper.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant for the following:

- A. Actual damages;
- B. Statutory damages;

- C. Costs and reasonable attorney's fees; and
- D. For such other and further relief as the Court may deem just and proper.

**PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

32. Plaintiff, pursuant to his rights under Article 1, Section 16 of the Constitution of the State of California, demands a trial by jury on all issues so triable.

Respectfully submitted this 14th day of August, 2017.

By: \_\_\_\_\_

Todd M. Friedman, Esq.  
Law Offices of Todd M. Friedman, P.C.  
Attorney for Plaintiff